

authority, however, to waive all or part of the liquidated damages or interest for good cause shown.

ARTICLE 16 - EQUAL OPPORTUNITY AND NON-DISCRIMINATION

There will be no discrimination against any employee or applicant for employment because of race, creed, color, sex, national origin, or age. Where the masculine or feminine gender appears in this Agreement, it is used solely for the purpose of illustration and is not, in any way, used to designate the sex of employees application of this Agreement.

ARTICLE 17 - EMPLOYEE'S RIGHTS

An employee shall not be required to cross a picket line. The Union may participate in any or all Union activities, strikes and boycotts which may be permitted by existing legislation, or any of its amendments or court decisions.

ARTICLE 18 - STRIKES OR LOCKOUTS

(A) There shall be no strikes or lockouts for the duration of the Agreement. In the event that the Employer fails to comply with the terms, conditions and provisions contained herein and persists in its refusal to comply therewith, then and in such event, the Employer waives the provisions contained herein, and the Union shall have the privilege of declaring a stoppage.

(B) The Union, its officers, representatives and/or agents shall not be held liable in the event that any of the Articles contained herein shall be found to be inconsistent with any existing Federal or State Legislation, and as a result thereof the Employer sustains loss or damage.

ARTICLE 19 - DISCHARGE

No employee, except those on a trial period pursuant to this Agreement, shall be discharged except for just cause. In the event of a discharge, the Employer shall notify the Union and the Shop Steward and give reason for same in writing. If the Union disagrees with the discharge, then the grievance shall proceed to arbitration in accordance with the provisions of Article 20 and, if the arbitrator finds that the discharge was without cause, then the employee must be reinstated with back pay and full benefits.

ARTICLE 20 - GRIEVANCES AND ARBITRATION

(A) All grievances arising between the employees and the employer shall be reported to

the Union. The Employer and the Shop Steward shall try to settle such grievances immediately in the plant. If no shop Steward has been elected by the employees, or if the Shop Steward is unavailable, the grievance shall be referred directly to the Union. Should they not succeed in settling the dispute, the Employer and/or Shop Steward shall notify the Union of the pending grievance. The Union shall immediately try to reach an adjustment within five (5) working days. If no settlement of the grievance has been reached within ten (10) working days thereafter, the matter shall, within forty-five (45) days from the date of the notice of discharge, be referred to the New Jersey State Board of Mediation for arbitration, no matter where the Employer's plant is located. If the matter in dispute is not a discharge, then the matter shall be referred to the New Jersey State Board of Mediation for arbitration within thirty (30) days from the date on which the Union and Employer agree that they are unable to reach an adjustment.

(B) Any employee who shall be required to testify before hearings with regard to arbitration, mediation or the settlement of a dispute, and whose testimony is necessary and material, shall not suffer any loss in wages by reason thereof.

(C) Hearings, whenever possible, shall be held in the afternoon.

(D) Records of the Employer, kept in the normal course of business, are to be made available to the Union, if necessary for the settlement of a grievance.

(E) No claim shall be made with respect to any grievance unless such claim shall be presented to the Employer within thirty (30) days after the employee becomes aware of his or her right to make claim. Illness of the employee will "toll" the thirty (30) day period. No claim shall be made with respect to any grievance for which a monetary remedy is sought unless such claim is made within the fourteen (14) days after the employee becomes aware of his or her right to make a claim.

ARTICLE 21 - CREDIT UNION

The Employer agrees to implement the Local Union Credit Plan. Deductions are to be made from employee's pay check by the Employer upon presentation of authorization. This credit union plan will be without charge to the Employer.

ARTICLE 22- SHOP STEWARDS

The Employer shall recognize the Shop Steward elected by its employees or appointed by a paid official of the Union and agrees to meet with and deal with such Shop Steward for the purpose of aiding in the settlement of any disputes which may arise by and between the Employer and the employees. The Shop Steward shall at all times maintain preferred seniority over any and

all other employees irrespective of the term of his employment.

The Shop Steward shall receive one (1) paid day off per contract year to attend a Local 1245 Educational Seminar.

ARTICLE 23- INDIVIDUAL CONTRACTS

It is hereby understood and agreed by and between the respective parties hereto, that the Employer shall refrain from entering into any agreements with any of its employees in order to modify any of the conditions contained herein.

ARTICLE 24- PRIOR BENEFITS

This Agreement shall not in any way or manner alter, change or deprive any of the employees of conditions which they are presently enjoying or working under, which conditions may be better than those specified herein, and said employees shall continue to receive such better conditions for the duration of this Agreement.

ARTICLE 25- UNIFORMS AND TOOLS

The Employer will supply and cause to be laundered, free of charge to all inside employees, coats and aprons. The Employer will also supply whenever necessary rubber boots, oil aprons and freezer coats, jackets blouses, gloves and overalls, where and when needed. These items will be furnished at no cost to the employee.

ARTICLE 26 - UNION SIGN

The Employer shall display prominently, in its place of business, the Union Shop Card, for the purpose of informing the public that the Employer's establishment is fair to organized labor and that its employees are represented by the Union. However, such Union Shop Card shall remain the property of the Union and shall be surrendered upon failure of the Employer to comply with the provisions of the Agreement.

The Union Shop Card shall be surrendered to the Union upon receipt of written notice sent to the Employer requesting the return of the Union Shop Card.

ARTICLE 27- UNION VISITATION

The Business Agent or other representative of the Union shall have the right to enter any of the work rooms of the Employer during the time the establishment is open, for the purpose of investigation or for the purpose of discussing with the Employer or its employees any complaint or any other matter affecting the relations between the Employer's employees and the

Union.

ARTICLE 28- FUNERAL LEAVE

(A) In the event of an employee's inability to report to work because of a death in his or her immediate family, a regular employee shall be allowed up to three (3) days funeral leave with pay at straight time, provided that, if so requested, the employee shall submit to the Employer a photostatic or certified copy of such death certificate of such death and satisfactory proof of the decedent's relationship to the employee.

(B) The term "immediate family", as used herein, shall mean a spouse, parents and children.

ARTICLE 29- LEAVE OF ABSENCE

Any employee desiring a leave of absence from employment, without pay, shall secure written permission from the Employer. A copy of such permission and schedule shall be sent to the Union. The Employer agrees that permission, for a leave of absence will not be unreasonably withheld taking into consideration both the needs of the Employer and the employee.

ARTICLE 30- LABOR MANAGEMENT COMMITTEE

The Union shall select a committee of three (3) workers to meet with the Company's designee to review and recommend corrections in Health, Safety and other conditions that effect the workers in the plant. Such meeting shall be on a monthly basis, not to exceed one (1) hour per month.

ARTICLE 31- CORPORATION OR PARTNERSHIP

If the Employer be or become a corporation, this Agreement shall affect all the workers in the employer's business whether such employees be stockholders or not, and all such workers are included in the term "Employee" as used in this Agreement. Whether the Employer be an individual, or partnership, or a corporation, no one, however connected with the Employer, shall be permitted to work more than the weekly number of hours provided for the members of the Union. Whether the Employer be a corporation or partnership, only one person having an ownership interest in the Company shall be permitted to work in the manufacturing or processing department of the Employer's business, and such person must be designated by the Employer at the signing of the contract. All such employees shall be Union members regardless of whether they are blood relations of the Employer, and in case of the Employer being a corporation, whether such employees are blood relations of any officer or officers of the corporation. Working foremen shall not be permitted to do manual work for longer hours of labor than those provided

for employees working under their supervision, except as mutually agreed upon by the Union and the Employer.

ARTICLE 32- REAL PARTY IN INTEREST

It is mutually agreed that the Union is the real party in interest under the terms of this Agreement with respect to the proper enforcement of any of its provisions, and no individual member of the Union may take any action with reference to any subject matter covered by this Agreement without the consent of the Union. No member of the Union shall have the right to institute any legal proceedings in any sort or before any administrative tribunal against an Employer, on account of any matter directly or indirectly arising out of this Agreement or for the alleged breach thereof, without the written consent of the Union.

ARTICLE 33- SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, and their successors and assigns, and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer or assignment of the parties herein, or by any change to any other form of business organizations, or by any change geographical or otherwise, in the location of the parties herein. The parties agree that they will not conclude any of the above transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in the management, location, form of business organization or ownership.

ARTICLE 34- SEPARABILITY

It is the express purpose and intent of the parties hereto that this Agreement shall conform in all respects to existing and future Federal and State Legislation. Should any modification become necessary in order to effect such compliance, this Agreement shall be deemed to be automatically modified in that respect. However, all other provisions contained herein shall remain unaltered.

ARTICLE 35- REOPENING OF CONTRACT

Upon the expiration of three (3) years from the effective date of this Agreement, the Union may reopen the Agreement as to wages, hours, working conditions, and general fringe benefits, upon serving sixty (60) days written notice to the other party.

In the event of a reopening of the Agreement, if the parties hereto are unable to reach a

subsequent Agreement, Article 17 of this Agreement shall be inoperative.

ARTICLE 36 - SAFETY AND HEALTH

~~_____ The Employer will provide and install a room air conditioner in the employees' lunchroom.~~

ARTICLE 37 6 - DURATION OF AGREEMENT

This Agreement shall be in force from July 1, 2003 6 to June 30, 2006 9 and shall be deemed automatically renewed from month to month thereafter, unless either party hereto serves upon the other notice of termination or proposed modifications at least sixty (60) days in advance of the termination of this Agreement or during any period of automatic extension.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto and they have affixed their respective signatures by their duly authorized officers, the day and year first written.

IDEAL PLASTIC CONTAINER CO.

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1245**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT“2”

Oct. 16. 2007 8:49AM

Receive

Oct 16

7 08:43am

No. 3664 P. 2



UFCW Local 342/174 Affiliated Trust Funds

186 East Jericho Turnpike Mineola, NY 11501 Ph. 516-747-6880 Fax 516-284-4808

VIA CERTIFIED AND REGULAR MAIL

RETURN RECEIPT REQUESTED

October 10, 2007

Employer 0516

Ideal Plastics
80 South Dean Street
Englewood, NJ, 07631

RE: Local 342 Pension Fund Local 342 Health Care Fund
 Local 342 Safety Education & Cultural Fund Local 1 Joint Retirement Fund
 Local 342 Legal Fund Local 50 Pension Fund
 Local 342 Annuity Fund Local 635 Smoked Fish Retirement Fund
 Local 635 Fish, Seafood Workers Retirement Fund
 xLocal 174 Commercial Healthcare Fund xLocal 174 Commercial Pension Fund

Dear Gentlemen:

PLEASE TAKE NOTICE that, pursuant to the terms of the collective bargaining agreement between U. F.C.W. Local 342, AFL-CIO ("the Union") and your company, the Union/Fund hereby submits to arbitration the dispute concerning your failure and/or refusal to make proper and timely contributions and remit required reports to the above referenced Funds.

PLEASE TAKE FURTHER NOTICE that, pursuant to the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the collective bargaining agreement, the Union/Fund will seek, at the arbitration hearing, an award of the contributions due, together with interest, liquidated damages, the costs of the arbitration, including the arbitrator's fee, attorneys' fees and injunctive relief.

PLEASE TAKE FURTHER NOTICE that a copy of this demand is being filed with John Kennedy, the Arbitrator designated under the collective bargaining agreement, with a request that he hold the hearing of this matter on **October 31, 2007 at 11:00 AM.** at the offices of the Union/Fund, 166 East Jericho Turnpike, Mineola, New York, 11501. If your company fails to appear at the date and time specified herein, the Union/Fund will request that the Arbitrator proceed, notwithstanding the company's absence, to determine the controversy upon the evidence produced.

PLEASE TAKE FURTHER NOTICE that, pursuant to the provisions of C.P.L.R. 57503 (c), unless you apply to stay the arbitration within twenty (20) days of service of this Notice, you shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with, and from asserting in court the bar of any limitation of time.

Very truly yours,

Adrienne Wincott

Funds Financial Administrator

cc: William Clarke, Arbitrator
Andrew Calcagno, Esq.

516-747-5941